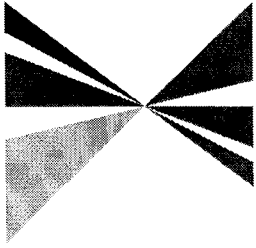


SOUTHERN CALIFORNIA



**ASSOCIATION of  
GOVERNMENTS**

**Main Office**

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90017-3435

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[www.scag.ca.gov](http://www.scag.ca.gov)

**Officers:** President: Gary Ovitt, San Bernardino  
County First Vice President: Richard Dixon, Lake Forest  
Second Vice President: Harry Baldwin, San Gabriel  
Immediate Past President: Yvonne B. Burke, Los  
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Alarcon, Los Angeles • Jim Aldinger, Manhattan Beach  
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• Mike Ten, South Pasadena • Tonia Reyes Uranga, Long  
Beach • Antonio Villalaz, Los Angeles • Dennis  
Washburn, Calabasas • Jack Weiss, Los Angeles • Herb  
J. Wesson, Jr., Los Angeles • Dennis Zine, Los Angeles

**Orange County:** Chris Norby, Orange County •  
Christine Barnes, La Palma • John Beauman, Brea • Lou  
Bone, Tustin • Debbie Cook, Huntington Beach • Leslie  
Daigle, Newport Beach • Richard Dixon, Lake Forest •  
Troy Edgar, Los Alamitos • Paul Glazab, Laguna Niguel •  
Robert Hernandez, Anaheim • Sharon Quirk, Fullerton

**Riverside County:** Jeff Stone, Riverside County •  
Thomas Buckley, Lake Elsinore • Bonnie Flickinger,  
Moreno Valley • Ron Loveridge, Riverside • Greg Pettis,  
Cathedral City • Ron Roberts, Temecula

**San Bernardino County:** Gary Ovitt, San Bernardino  
County • Lawrence Dale, Barstow • Paul Eaton,  
Montclair • Lee Ann Garcia, Grand Terrace • Tim Jasper,  
Town of Apple Valley • Larry McCallion, Highland •  
Deborah Robertson, Rialto • Alan Warner, Ontario

**Ventura County:** Linda Parks, Ventura County •  
Glen Becerra, Simi Valley • Carl Morehouse, San  
Buena Ventura • Toni Young, Port Hueneme

**Tribal Government Representative:** Andrew  
Masiel, Sr., Pechanga Band of Luiseño Indians

**Orange County Transportation Authority:** Art  
Brown, Buena Park

**Riverside County Transportation Commission:**  
Robin Lowe, Hemet

**San Bernardino Associated Governments:** Paul  
Leon

**Ventura County Transportation Commission:**  
Keith Millhouse, Moorpark

10/24/07

**MEETING OF THE**

**ADMINISTRATION COMMITTEE**

**PLEASE NOTE CHANGE IN TIME**

**Thursday, January 3, 2008**

**9:00 a.m. – 10:00 a.m.**

**SCAG Offices**

**818 West 7<sup>th</sup> Street, 12<sup>th</sup> Floor**

**Conference Room San Bernardino**

**Los Angeles, CA 90017**

**213.236.1800**

If members of the public wish to review the  
attachments or have any questions on any of the  
agenda items, please contact Carmen Summers at  
213.236.1984 or [summers@scag.ca.gov](mailto:summers@scag.ca.gov)

Agendas and Minutes for the Administration Committee  
are also available at:

[www.scag.ca.gov/committees/ac.htm](http://www.scag.ca.gov/committees/ac.htm)

SCAG, in accordance with the Americans with Disabilities Act (ADA), will  
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order to participate in this meeting. If you require such assistance, please  
contact SCAG at (213) 236-1868 at least 72 hours in advance of the  
meeting to enable SCAG to make reasonable arrangements. To request  
documents related to this document in an alternative format, please  
contact (213) 236-1868.

## Administration Committee Membership

*Loveridge, Ronald, Chair*  
*Edney, Jon, Vice Chair*

*Riverside*  
*El Centro*

*Riverside County*  
*CEHD*

<b>Member</b>	<b>Representing</b>	<b>Affiliation</b>
Aldinger, Jim	Manhattan Beach	SBCCOG
Baldwin, Harry	San Gabriel	2 <sup>nd</sup> Vice President
Burke, Yvonne	Los Angeles	Past President
Clark, Margaret	Rosemead	EEC
Cook, Debbie	Huntington Beach	EEC
Dixon, Richard	Lake Forest	1 <sup>st</sup> Vice President
Lowenthal, Bonnie	Long Beach	TCC
Masiel, Andrew	Pechanga Band of Luiseno Mission Indians	Appointed
McCallon, Larry	Highland	CEHD
Nowatka, Paul	Torrance	Appointed
O'Connor, Pam	Santa Monica	Appointed
Ovitt, Gary	San Bernardino	President
Parks, Bernard	Los Angeles	Appointed
Pettis, Greg	Cathedral City	CVAG
Roberts, Ron	Temecula	WRCOG
Ten, Mike	South Pasadena	TCC
Wapner, Alan	Ontario	SANBAG
Washburn, Dennis	Calabasas	EEC
Young, Toni	Port Hueneme	VCOG

*Last Update 11/1/07*

# ADMINISTRATION COMMITTEE

## AGENDA

PAGE #

TIME

*"Any item listed on the agenda (action or information) may be acted upon at the discretion of the Committee."*

1.0 **CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Hon. Ron  
Loveridge, Chair

2.0 **PUBLIC COMMENT PERIOD**

Members of the public desiring to speak on an agenda item or items not on the agenda, but within the purview of the Committee, must fill out and present a speaker's card to the Assistant prior to speaking. A speaker's card must be turned in before the meeting is called to order. Comments will be limited to three minutes. The chair may limit the total time for all comments to twenty (20) minutes.

3.0 **REVIEW and PRIORITIZE AGENDA ITEMS**

4.0 **CONSENT CALENDAR**

4.1 **Approval Items**

4.1.1 Minutes of December 6, 2007 Meeting 01  
**Attachment**

4.1.2 Caltrans Planning Grant Applications 06  
**Attachment**

4.1.3 FEMA Pre-Disaster Mitigation 09  
Planning Grant Application  
**Attachment**

4.1.4 Charter of the District 11  
Evaluations Subcommittee  
**Attachment**

4.2 **Receive & File**

4.2.1 Contracts/Purchase Orders and 13  
MOUs between \$5,000 - \$250,000  
**Attachment**

# ADMINISTRATION COMMITTEE

## AGENDA

PAGE # TIME

### 5.0 ACTION ITEMS

- |     |   |                                |    |            |
|-----|---|--------------------------------|----|------------|
| 5.1 | <u>Central County Corridor<br/>Major Investment Study<br/>Attachment</u>  | Philip Law,<br>SCAG Staff      | 24 | 5 minutes  |
|     | <b>Recommended Action:</b><br>Direct Staff to develop a funding agreement with<br>The OCTA for the Central County Corridor<br>Major Investment Study.               |                                |    |            |
| 5.2 | <u>Harbor Subdivision Alternatives<br/>Analysis<br/>Attachment</u>  | Philip Law,<br>SCAG Staff      | 25 | 5 minutes  |
|     | <b>Recommended Action:</b><br>Direct Staff to develop a funding agreement<br>with the MTA for the Harbor Subdivision<br>Alternatives Analysis.                      |                                |    |            |
| 5.3 | <u>Joint Exercise of Powers Agreement (JPA)<br/>Creating the Southern California High-Speed<br/>Transport Authority</u>   | Richard Marcus,<br>SCAG Staff  | 26 | 10 minutes |
|     | <b>Recommended Action:</b><br>Authorize the Executive Director on behalf<br>of SCAG to Execute the JPA<br>in Substantial form.                                      |                                |    |            |
| 5.4 | <u>Authorize Use of General Funds<br/>for SIP White Paper</u>   | Jonathan Nadler,<br>SCAG Staff | 43 | 5 minutes  |
|     | <b>Recommended Action:</b><br>Approve Use of \$25,000 from General Fund<br>Reserves to pay SCAG's Share of the Cost<br>for a State Implementation Plan White paper. |                                |    |            |

# ADMINISTRATION COMMITTEE

## AGENDA

		PAGE #	TIME
5.0	<b><u>ACTION ITEMS-Continued</u></b>		
5.5	<u>Reevaluate Amortization of Accrued Liability for Retiree Healthcare Benefits</u>  <b>Recommended Action:</b> Adopt five year amortization period.	Hon. Richard Dixon, Chair, Joint Audit & Personnel Committee	44 10 minutes
5.6	<u>Guidance for Sponsorship Request Attachment</u>  <b>Recommended Action:</b> Approve as recommended by the Membership and Communications Subcommittee.	Hon. Glen Becerra, Chair	48 5 minutes
6.0	<b><u>INFORMATION ITEMS</u></b>		
6.1	<u>CFO Monthly Financial Report Attachment</u>	Wayne Moore, CFO	50 5 minutes
6.2	<u>FY07 Comprehensive Annual Financial Report Attachment</u>	Wayne Moore, CFO	53 5 minutes
7.0	<b><u>AUDIT SUBCOMMITTEE REPORT</u></b>	Hon. Paul Nowatka, Chair	5 minutes
8.0	<b><u>PERSONNEL SUBCOMMITTEE REPORT</u></b>	Hon. Richard Dixon, Chair	5 minutes
9.0	<b><u>DISTRICT EVALUATIONS SUBCOMMITTEE REPORT</u></b>	Hon. Larry McCallon, Chair	5 minutes

# ADMINISTRATION COMMITTEE

## AGENDA

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		PAGE #	TIME
10.0	<u>INVESTMENT SUBCOMMITTEE REPORT</u>	Hon. Ronald Loveridge, Chair	5 minutes
11.0	<u>CONTRACTS SUBCOMMITTEE REPORT</u>	Leyton Morgan, Contracts Manager	5 minutes
12.0	<u>STAFF REPORT</u>		
	Receive comments from Budget Framework Workshop		
13.0	<u>FUTURE AGENDA ITEMS</u>		
	Any Committee member or staff desiring to place items on a future agenda may make such a request.		
14.0	<u>ANNOUNCEMENTS</u>		
15.0	<u>ADJOURNMENT</u>		
	The next meeting of the Administration Committee will be held on Thursday, February 7, 2008 at the SCAG offices in downtown Los Angeles.		

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SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS  
ADMINISTRATION COMMITTEE  
December 6, 2007

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**MINUTES**

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**THE FOLLOWING MINUTES ARE A SUMMARY OF ACTIONS TAKEN BY THE ADMINISTRATION COMMITTEE. AUDIO CASSETTE TAPE OF THE ACTUAL MEETING IS AVAILABLE FOR LISTENING IN SCAG'S OFFICE.**

The Administration Committee held its meeting at the SCAG Offices, Downtown Los Angeles, CA. The meeting was called to order by Ronald Loveridge, Chair, City of Riverside. There was a quorum.

**Members Present**

Aldinger, Jim	Manhattan Beach
Baldwin, Harry	City of San Gabriel
Burke, Yvonne	County of Los Angeles
Clark, Margaret	City of Rosemead
Cook, Debbie	City of Huntington Beach
Dixon, Richard	City of Lake Forest
McCallon, Larry	City of Highland
Nowatka, Paul	City of Torrance
Ovitt, Gary	County of San Bernardino
Pettis, Greg	City of Cathedral City
Ten, Mike	City of South Pasadena
Wapner, Alan	City of Ontario
Washburn, Dennis	City of Calabasas
Young, Toni	City of Port Hueneme

**Members Not Present**

Edney, Jon ( <b>Vice Chair</b> )	City of El Centro
Lowenthal, Bonnie	City of Long Beach
Masiel, Andrew	Pechanga Band of Luiseno Mission Indians
O'Connor, Pam	City of Santa Monica
Parks, Bernard	City Los Angeles
Roberts, Ron	City of Temecula

**1.0 CALL TO ORDER & PLEDGE OF ALLEGIANCE**

Hon. Ronald Loveridge, Chair, City of Riverside, called the meeting to order at 8:40 a.m.

**2.0 PUBLIC COMMENT PERIOD**

There were no public comments.

**3.0 REVIEW and PRIORITIZE AGENDA ITEMS**

No agenda reprioritizations were made.

**4.0 FY08-09 BUDGET WORKSHOP**

Wayne Moore, CFO, gave a presentation on the budget framework and asked that any additional comments be forwarded to him or the appropriate subregional coordinator by December 28, 2007. Hon. Ronald Loveridge asked that Mr. Moore send out a reminder email to the Admin/RC Committee members.

**5.0 CONSENT CALENDAR**

**5.1 Approval Items**

5.1.1 Minutes of November 1, 2007 Meeting

5.1.2 Adopt Resolution #07-492-1 to Apply for and  
Accept Year Three Blueprint Planning Grant Funds

5.1.3 Approve the 2008 Leadership Academy Program

5.1.4 Sponsorship of the Los Angeles County  
Transportation Funding Collaborative  
Workshop

5.1.5 Approve \$2,500 Sponsorship of the Western  
Riverside County Clean Cities Coalition's  
Annual Event

5.1.6 Contracts over \$250,000

**5.2 Receive & File**

5.2.1 Contracts/Purchase Orders and  
MOUs between \$5,000 - \$250,000



## **5.0 CONSENT CALENDAR-Continued**

*Hon. Loveridge, Chair, requested items 5.1.4 and 5.1.5 on the consent calendar be removed from the agenda and referred to the Membership and Communication Committee for action prior to the Administration Committee's consideration.*

*Motion was moved to approve the consent calendar, except for items 5.1.4 and 5.1.5 as noted by the Chair. Motion was seconded and unanimously approved.*

## **6.0 ACTION ITEMS**

### **6.1 Sponsorship of the 2008 California Congressional Delegation Reception**

*Motion was moved (Wapner) to approve Sponsorship. Motion was seconded (Young) and unanimously approved.*

### **6.2 Congestion Reduction & Demonstration Initiatives Grant**

The Department of Transportation is accepting applications for this grant through December 30, 2007. Mr. Moore requested authority from the Board for the Executive Director to submit a grant application as designated recipient on behalf of any Regional Partner, if required.

*Motion was made (Loveridge) to add item 6.2 to the agenda as an emergency item, pursuant to Government Code Section 54954.2 (b)(2). Motion was made (Burke) and seconded (Washburn) to approve Staff's request. Motion was unanimously approved.*

## **7.0 INFORMATION ITEMS**

### **7.1 CFO Monthly Financial Report**

Wayne Moore highlighted two items from the CFO Report:

- SAP recommendation to upgrade the current version of the installed system, one being implemented this month.
- Amendment 2 to the OWP Budget was approved by Caltrans in record time and he thanked Caltrans for their help in the approval process.

Hon. Dennis Washburn expressed his ongoing concern over the payroll problems that SAP has been known to have with the Los Angeles United School District (LAUSD). Wayne Moore explained that SCAG's payroll system has not been affected by the same issues as the LAUSD because SCAG is a small and much less complex agency.

## **SUBCOMMITTEE REPORTS:**

### **8.0 AUDIT COMMITTEE REPORT**

Hon. Nowatka stated that the next Audit meeting is scheduled for Thursday, December 13, 2007. A report will be provided at the next Administration meeting.

### **9.0 PERSONNEL COMMITTEE REPORT**

Hon. Dixon stated that the Personnel meeting is scheduled for Thursday, December 13, 2007. A report will be provided at the next Administration meeting.

### **10.0 DISTRICT EVALUATIONS SUBCOMMITTEE REPORT**

Joann Africa stated that the first subcommittee meeting is scheduled for Friday, Dec. 14, 2007 @ 10:00 a.m. A report will be provided at the next Administration meeting.

### **11.0 INVESTMENT SUBCOMMITTEE REPORT**

Hon. Loveridge stated that the subcommittee met on December 3, 2007. A report will be provided at the next Administration meeting.

### **12.0 STAFF REPORT**

None

### **13.0 FUTURE AGENDA ITEMS**

None

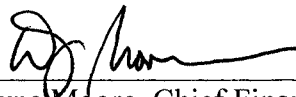
### **14.0 ANNOUNCEMENTS**

Hon. Jim Aldinger congratulated Hon. Ronald Loveridge for being elected to be the 2nd Vice President of the National League of Cities (NLC).

### **15.0 ADJOURNMENT**

The next meeting of the Administration Committee will be held on Thursday, January 3, 2008.

Minutes Approved by:



Wayne Moore, Chief Financial Officer  
Staff to the Administration Committee

# ADMINISTRATION COMMITTEE ATTENDANCE REPORT

2007

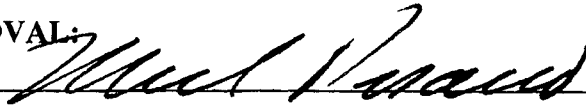
Member (including Ex-Officio) LastName, FirstName		Representing	X = County Represented						X = Attended						= No Meeting NM = New Member					
			IC	LA	OC	RC	SB	VC	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Aldinger, Jim*		Manhattan Beach		X											X		X		X	
Baldwin, Harry*		San Gabriel		X									X	X	X		X	X	X	
Burke, Yvonne*		Los Angeles County		X									X	X	X		X	X	X	
Clark, Margaret*		Rosemead		X											X		X	X	X	
Cook, Debbie*		Huntington Beach		X														NM	X	
Dixon, Richard*		Lake Forest			X									X	X		X	X	X	
Edney, Jon* Vice Chair		El Centro	X							X	X		X	X	X			X		
Loveridge, Ronald, Chair*		Riverside				X				X	X		X	X	X		X		X	
Lowenthal, Bonnie		Long Beach		X																
Masiel, Andrew*		T.A.S.I.N.					X			X										
McCallon, Larry*		Highland					X			X	X		X	X	X		X	X	X	
Nowatka, Paul*		Torrance		X						X	X		X		X		X	X	X	
O'Connor, Pam*		Santa Monica		X																
Ovitt, Gary*		San Bernardino County					X						X	X	X		X	X	X	
Parks, Bernard*		Los Angeles		X											X			X		
Pettis, Gregory*		Cathedral City								X	X		X				X	X	X	
Roberts, Ron*		Temecula				X				X				X	X					
Ten, Mike*		South Pasadena		X															X	
Wapner, Alan*		Ontario					X			X	X		X	X	X		X	X	X	
Washburn, Dennis*		Calabasas		X						X	X		X	X					X	
Young, Toni *		Port Hueneme						X		X	X		X		X		X	X	X	
		Totals	1	11	1	3	4	1												

\* Regional Council Member

# REPORT

**DATE:** January 3, 2008  
**TO:** Administrative Committee  
Regional Council  
**FROM:** Wayne Moore, Chief Financial Officer, 213-236-1804, [moore@scag.ca.gov](mailto:moore@scag.ca.gov)  
**SUBJECT:** Caltrans Transportation Planning Grant Applications

**EXECUTIVE DIRECTOR'S APPROVAL:**



**RECOMMENDED ACTION:**

Authorize SCAG to apply for, and if awarded, accept, \$330,250 in Transportation Planning Grant Applications grant funds which are competitively awarded by Caltrans.

**SUMMARY:**

On an annual basis, Caltrans solicits applications statewide from Metropolitan Planning Organization (MPOs) and other local government and non-profit entities engaged in regional planning activities. For many of these categories, SCAG as the MPO for this region, must be the applicant, with cities, counties, public agencies, non-profits and Native American Tribal Governments as sub-recipients. The attached list reflects the applications recommended for submittal to Caltrans for the Fiscal Year (FY) 2008-2009 application cycle.

**BACKGROUND:**

Each year, Caltrans solicits applications for the following categories of transportation planning grants:

- Partnership Planning – planning studies of multi-regional and statewide significance. (\$1,000,000 available statewide; grant cap \$300,000.)
- Statewide Transit Planning Studies – transit studies of issues having statewide or multi-regional significance. (\$1,200,000 available statewide; grant cap \$300,000.)
- Transit Technical Planning Assistance – public and intermodal transportation planning studies in rural transit areas. (\$1,000,000 available statewide; grant cap \$100,000.)
- Transit Professionals Development – training and development of transit planning professionals and students. (\$300,000 available statewide; grant cap \$50,000.)
- Environmental Justice: Context Sensitive Planning- projects that promote public participation to improve mobility, access, equity affordable housing, and economic opportunities. (\$3,000,000 available statewide; grant cap \$250,000.)

# REPORT

- Community-Based Transportation Planning – transportation and land use planning that promotes public participation and supports livable community concepts. (\$3,000,000 available statewide; grant cap \$300,000.)

Each type of grant requires cash and/or in-kind local match, ranging from 11.47% to 20.00% of the total project value. The FY 2007-2008 OWP includes 11 previously awarded Transportation Planning Grants reflecting over \$1,400,000 in total grant funding.

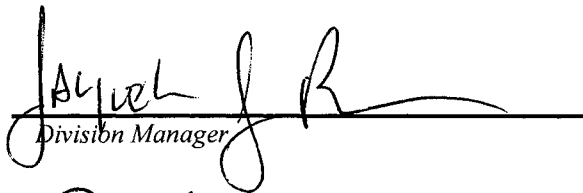
SCAG staff has reviewed applications submitted by sub-recipients for completeness and compliance with Caltrans requirements. Application requirements include the provision that projects must demonstrate consideration of the criteria found in the Federal Planning Emphasis Areas and State Planning Priorities. Per Caltrans requirements, each project will also be included the draft SCAG FY 2008-2009 OWP that is required to be submitted to Caltrans in early 2008.

Attached is a listing of the project applications received by SCAG and recommended for submittal to Caltrans. The listing includes the project name, the grant type and amount, the required match, and the sub-recipient. Caltrans anticipates awarding projects by June 2008.

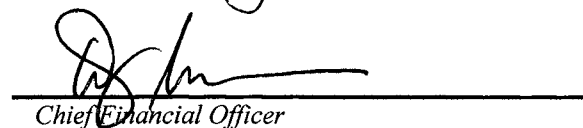
## FISCAL IMPACT:

Awarded projects will provide additional funding and the required associated match in SCAG's OWP to conduct the approved projects.

Reviewed  
by:

  
Division Manager

Affirmed  
by:

  
Chief Financial Officer

# 2008-2009 Transportation Planning Grant Applications

Project Title	Total Project	Grant Funds	Cash Match	In-Kind Match	Other	Source of Match	Actual Cash & In-Kind Match %	Type	Applicant/Co-Applicant
1 <b>Employment Local and Trend Data For TOD</b>	346,235	300,000	0	46,235		UCLA	0.1335	5305 (formerly 5313b)	SCAG/UCLA
Create a TOD planning tool that will enable redevelopment and economic development professionals to add their comments to specific employment zones that reflect their views on trends and transit availability that will also assist in identifying infill economic development locations. Activities include acquiring, analyzing and displaying economic data as well as in hosting and providing a web-accessible application for mapping, data analysis and other requested functions. Economic data elements for the entire region, will include 1) economic development trend data from the State Employment Development Department, 2) information derived from detailed business data sources such as Dunn an Bradstreet and Info USA, 3) SCAG's IGR information source along with (4) economic information sources that can be assembled at the municipal level.									
2 <b>SunLine Transit Professional Development Program</b>	34,169	30,250	3,919	5,000		SunLine	0.1147	5305 (formerly 5313b)	SCAG/SunLine Transit
Implement a Transit Professional Development Program for the transit planning staff at SunLine, which is the regional transit provider for the Coachella Valley. The Transit Professional Development program is intended to provide more training to the transit planning staff to augment their technical skills in designing service routes to maximize service effectiveness and efficiency. Training will include: 1. Transit and Paratransit Management Certificate Program; 2. Introduction to Transit Operations Planning; 3. Managing Transportation & Land Use Interactions; 4. Geographic Information Systems Certificate Program; 5. Computer-Aided Drafting & Design Certificate Program.									

**Total** **\$380,404** **\$330,250** **\$3,919** **\$51,235** **\$0**

## Notes:

Actual match shown - may be higher than required minimum match

5305 requires minimum 11.47% match

# REPORT

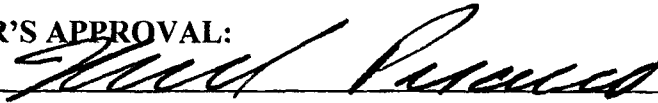
**DATE:** January 3, 2008

**TO:** Administrative Committee  
Regional Council

**FROM:** Wayne Moore, Chief Financial Officer, 213-236-1804, [moore@scag.ca.gov](mailto:moore@scag.ca.gov)

**SUBJECT:** FEMA Pre-Disaster Mitigation Grant Application: Southern California Multi-Jurisdictional, Multi-Hazard Mitigation Planning Grant

**EXECUTIVE DIRECTOR'S APPROVAL:**



**RECOMMENDED ACTION:**

Authorize SCAG to apply for, and if awarded, accept, up to \$1,000,000 in FEMA grant funds which are competitively awarded by FEMA for pre-disaster mitigation planning.

**SUMMARY:**

Staff seeks approval to apply for up to \$ 1,000,000 in FEMA grant funds, which are awarded to States and local governments through a nationwide, competitive process for pre-disaster mitigation planning activities with a performance period of up to three years. Pursuant to FEMA regulations, multi-jurisdictional grants are awarded in recognition of the fact that many mitigation issues are better resolved by evaluating hazards in a more comprehensive fashion. The SCAG grant application proposes to facilitate completion of an Essential Facilities Risk Assessments for all counties in the SCAG region utilizing FEMA software. This work is currently underway in 3 counties (Orange, Riverside and San Bernardino) and a SCAG staff member serves as co-chair for the local FEMA software users group. Once a facility risk assessment is completed for the entire region, a multi-jurisdictional, multi-hazard mitigation plan can be developed for the region. The SCAG FEMA grant application will stress our commitment to communication and outreach with both the general public and local jurisdictions throughout our planning process.

**BACKGROUND:**

The Pre-Disaster Mitigation program was authorized by §203 of the Robert T. Safford Disaster Assistance and Emergency Relief Act, 42 U.S.C. 5133, to assist states and communities to implement a continuous pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures, while also reducing reliance on Federal funding from actual disaster declarations. Between \$50 million and \$150 million is anticipated be available nationwide for FY 2008. States are eligible to apply for grant funds as applicants, with local governments eligible as sub-applicants. A FEMA approved hazard mitigation plan is required before a jurisdiction can apply for FEMA funds for mitigation projects.

The Governor's Office of Emergency Services (OES) administers the FEMA pre-disaster mitigation grant application process for sub-applicants in California and ranks all sub-applications prior to submittal to FEMA. SCAG successfully completed a required Notice of Intent (NOI) to apply for this FEMA grant. OES deemed SCAG eligible to apply for the grant and found that the development of a multi-jurisdictional, multi-hazard mitigation plan is an eligible activity under the grant program. The highest OES ranking will be awarded to plans that address multiple hazards, in multiple jurisdictions, and with the largest population

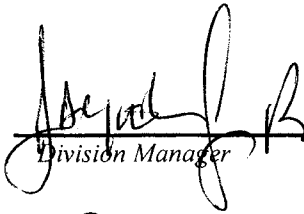
# REPORT

in high hazards areas. Thirty-five percent of the FEMA national ranking is given to those sub-applications with the highest OES ranking. Applications are due to OES by December 31, 2007 utilizing FEMA's internet-based e-Grant application system. Awards are expected to be announced by the late Spring, 2008.


## **FISCAL IMPACT:**

A cash or in-kind contribution of 25% of the total project cost is required for the FEMA grant funds, to be financed with non-federal funds. SCAG will work with the project partners to identify the required match.

Reviewed  
by:

  
Division Manager

Affirmed  
by:

  
Chief Financial Officer



# REPORT

**DATE:** January 3, 2008

**TO:** Regional Council  
Administration Committee

**FROM:** Larry McCallon, Chair, District Evaluations Subcommittee

**SUBJECT:** Charter of the District Evaluations Subcommittee

**EXECUTIVE DIRECTOR'S APPROVAL:**



## **RECOMMENDED ACTION:**

The respective members of the District Evaluations Subcommittee recommend that the Administration Committee and the Regional Council approve the Subcommittee's charter.

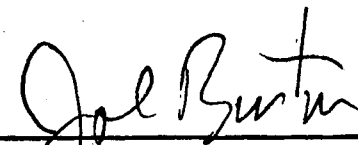
## **BACKGROUND:**

Chair Loveridge of the Administration Committee has previously requested that subcommittees of the Administration Committee prepare charters for their respective group. The District Evaluations Subcommittee (a subcommittee of the Administration Committee) was previously reactivated pursuant to SCAG's Bylaws which requires Regional Council districts be evaluated every five years. The District Evaluations Subcommittee had its first meeting on December 14, 2007. As part of this meeting, the Subcommittee reviewed and approved the attached charter. The Subcommittee therefore requests that the Administration Committee and Regional Council approve the charter so as to make it the official charter of the District Evaluations Subcommittee.

## **FISCAL IMPACT:**

There is no fiscal impact related to this matter.

Reviewed by:

  
Division Manager

Reviewed by:

  
Department Director

Reviewed by:

  
Chief Financial Officer

## **DISTRICT EVALUATIONS SUBCOMMITTEE CHARTER**

### **Purpose of the Subcommittee**

To assist the Administration Committee, Regional Council and General Assembly (if applicable) in evaluating the current structure and composition of the Regional Council Districts.

### **Authority**

The District Evaluations Subcommittee is a subcommittee of the Administration Committee reporting to the Regional Council and has authority to review and make recommendations regarding the current structure and composition of the Regional Council Districts. In accordance with SCAG's Bylaws, Regional Council Districts must be evaluated every five years, and commencing in year 2004, must be evaluated in years ending in 3 and 8.

### **Composition**

The District Evaluations Subcommittee will consist of six (6) members of the Regional Council Administration Committee to represent the six counties of the SCAG region. The Regional Council President will appoint Subcommittee members. The Subcommittee will select a Chairperson and Vice-Chair amongst its members.

### **Meetings**

Consistent with the provisions of SCAG's Bylaws, the Subcommittee will be reconstituted every five years, with meetings to occur during the applicable time period for district evaluations. The Subcommittee shall have the authority to convene meetings, as circumstances require. All Subcommittee members are expected to attend each meeting. The Subcommittee will invite SCAG staff or others to attend meetings and provide pertinent information, as necessary. Meeting agendas will be prepared and provided in advance to members, along with appropriate briefing materials in accordance with the Brown Act. Minutes of each meeting will be prepared.

### **Responsibilities**

The Subcommittee will carry out the following responsibilities:

- receive and review information useful to the evaluation of Regional Council Districts, including any recommendations from subregional organizations on the matter;
- review and approve an approach for evaluating the structure and composition of Regional Council Districts; and
- review and make recommendations to the Administration Committee, Regional Council and General Assembly (if applicable) regarding changes to the structure and composition of Regional Council Districts.

# MEMO

**DATE:** January 3, 2008  
**TO:** Administration Committee and  
Regional Council  
**FROM:** Wayne Moore, Chief Financial Officer, (213) 236-1804, moore@scag.ca.gov  
**SUBJECT:** Amendment, Contracts and Purchase Orders between \$5,000 - \$250,000

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## RECOMMENDED ACTION:

Information Only

## BACKGROUND:

### SCAG executed the following Amendment between \$5,000 and \$250,000

<u>Vendor</u>	<u>Contract Purpose</u>	<u>PO Amount</u>
Bartel Associates	Consultant will perform actuarial study concerning SCAG's GASB 45 liability for retiree health benefits	\$58,350

### SCAG executed the following Contract(s) between \$5,000 and \$250,000

<u>Vendor</u>	<u>Contract Purpose</u>	<u>PO Amount</u>
UCLA Center for Neighborhood Knowledge (CNK)	Consultant will conduct a rail and transitway station Smart Growth Inventory for forty-six (46) of the City of Los Angeles' existing and planned rail and transitway stations	\$101,918
Kimley-Horn and Associates	Consultant will technically re-evaluate and update the Preferred Improvement Strategies List, and staff the Four Corners Policy Committee meetings	\$59,998
Delcan Corporation	Consultant to develop and finalize a freeway disaster plan to respond to emergency closures of I-10	\$59,917

### SCAG executed the following Purchase Order(s) between \$5,000 and \$250,000

<u>Vendor</u>	<u>PO Purpose</u>	<u>PO Amount</u>
Intaglio	Printing State of the Region Report Card Book	\$25,540
Software Spectrum	Office and OS licenses	\$12,327

# MEMO

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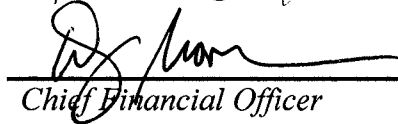
## FISCAL IMPACT:

None. Funding is available.

Reviewed by:

  
Division Manager

Reviewed by:

  
Chief Financial Officer

## CONSULTANT CONTRACT AMENDMENT

<b>Consultant:</b>	Bartel Associates, LLC	
<b>Purpose &amp; Scope:</b>	<p>The purpose of this amendment is to add \$44,000 to the existing contract 06-058-C1 with Bartel Associates LLC (Bartel), to perform additional tasks required to complete the actuarial study initiated in April 2006 concerning SCAG's GASB 45 liability for retiree health benefits. The additional tasks are required because on July 12, 2007, the Regional Council (RC) authorized staff to contract with CalPERS to establish an irrevocable trust to fund the accrued liability for retiree health care benefits. CalPERS required an updated actuarial report for funding purposes; and on November 1, 2007, the Administration Committee directed staff to evaluate alternative amortizations periods to fully fund the accrued liability. These requirements were not known or contemplated at the time staff executed the original contract. Awarding this new work to Bartel represents a sole source contract action.</p>	
<b>Contract Amount:</b>	This amendment is for	Not to Exceed \$44,000
	Original contract is for	\$14,350
	<b>Total contract value is not to exceed</b>	<b>\$58,350</b>
	<p>(The contract originally was valued at \$11,000 but staff amended the contract by \$3,350 (within the 30% limitation) to cover additional actuarial scenarios required for Committee presentations.)</p>	
<b>Contract Period:</b>	July 26, 2006 through June 30, 2008	
<b>Work Element:</b>	07-820.SCGC2 (Indirect)	
<b>Request for Proposal:</b>	Not applicable	
<b>Selection Process:</b>	Not applicable	
<b>Background</b>	<p>In April 2006, staff competed the original contract between three firms. This was done in accordance with SCAG's Contracts Manual, because the contemplated value of the work at that time was less than \$25,000. SCAG awarded the original contract to Bartel in the amount of \$11,000. In January 2007, SCAG</p>	

required various funding scenarios to be evaluated, which resulted in SGAG amending the contract by \$3,350, which was within the 30% contract increase limitation. Then on July 12, 2007, the RC authorized staff to contract with CalPERS to establish an irrevocable trust for funding purposes. CalPERS required an updated actuarial report. On November 1, 2007, the Administration Committee directed that alternative amortizations periods be evaluated. Staff estimates the cost to complete the work as requested by the RC and Administration Committee to be as much as \$44,000.

Although a formal Request for Proposal (RFP) process for the additional scope of work could be initiated, it would not be in SCAG's best interest for the following reasons:

- It would significantly delay the process of contracting with Cal PERS.
- SCAG would pay an unnecessary premium for a new consultant to acquire and compile detailed information that Bartel already possesses and SCAG has already paid for.

Therefore, staff requests approval of a sole source contract amendment for Bartel to perform the additional work. Staff also request approval to extend the contract end date to June 30, 2008, to allowed Bartel sufficient time to complete the work.

## **CONSULTANT CONTRACT**

**Consultant:** UCLA Center for Neighborhood Knowledge (CNK)

**Scope:** The Rail and Transitway Station Smart Growth Inventory will develop land use inventories and profiles for the area within one quarter mile radius around forty-six (46) of the City of Los Angeles' existing and planned rail and transitway stations. An accurate land use profile will assist the Department of City Planning in amending the Los Angeles Municipal Code to create incentives necessary to elicit appropriate Transit Oriented Development. Assuring high quality development near transit stations that has the appropriate mix of uses, density, and scale will increase transit ridership, decrease automobile trips, and reduce the demand for parking. The land use profile will also assist the private sector; lenders, the Community Redevelopment Agency, the Mayor's Business Team and Metro to create and enhance public-private partnerships as well as private sector development at transit stations.

The Smart Growth Inventory will utilize materials from a wide range of sources including the City of Los Angeles, SCAG, and Metro. All data collected in the field will be recorded onto a matrix and subsequently geocoded so that all information can be mapped using GIS mapping software. A written report, including maps, matrices and photographs showing the land uses and other information is required for each of the City's forty-six stations.

<b>Contract Amount:</b>	<b>Total not to exceed</b>	<b>\$101,918</b>
	UCLA Center for Neighborhood Knowledge (prime)	\$101,918
	( no subconsultants)	

**Contract Period:** Twelve Months, from date of NTP

<b>Work Element:</b>	08-065-CLAC2	\$55,735	Funding Sources: Consolidated Planning Grant – FTA FY 08
	08-065-CLAC3	\$54,735	Funding Source: Consolidated Planning Grant – subject to approval of SCAG's FY 09 budget

**Request for Proposal:** SCAG staff notified 412 firms of the release of RFP No. 08-024. The RFP was also advertised on Lawley Publications' website, the Planning Magazine's website, and on the Planetbids bid management system. A total of 86 firms downloaded the RFP. The following 14

proposals were received in response to the solicitation and are listed alphabetically as follows:

1 Carter & Burgess (0 subcontractors)	\$ 99,904
2 cmQue (0 subcontractors)	\$ 93,032
3 Consilium (1 subcontractor)	\$ 96,503
4 Diversified Planning Solutions (0 subcontractors)	\$103,456
5 IBI Group (0 subcontractors)	\$109,987
6 PMC (0 subcontractors)	\$100,484
7 Rea & Parker (0 subcontractors)	\$105,398
8 Solimar (0 subcontractors)	\$109,915
9 The Planning Center (0 subcontractors)	\$103,317
10 UCLA, CNK (0 subcontractors)	\$101,918
11 University of Southern California (0 subcontractors)	\$110,000
12 URS Corp (0 subcontractors)	\$109,933
13 W2 Design (0 subcontractors)	\$ 90,363
14 Wilbur Smith (4 subcontractors)	\$109,635

**Selection Process:**

The Proposal Review Committee (PRC) evaluated all fourteen proposals in accordance with the criteria set forth in the RFP. The selection process was conducted in a manner consistent with all applicable Federal and State contracting regulations. Interviews were held with six of the offerors.

The PRC was comprised of the following individuals:

Ma'Ayn Johnson, Associate Regional Planner, SCAG  
Jordann Turner, City Planning Associate, City of Los Angeles  
Anthony Loui, Associate AIA Project Manager, MTA  
Miles Mitchell, Senior Management Analyst, City of Los Angeles  
Ranjini Zucker, Senior Contract Administrator, SCAG

**Basis for Selection:**

The PRC committee recommends UCLA Center for Neighborhood Technology (CNK) for the contract award. Based on the proposal, firm's qualifications and experience it is recommended as best fit to fulfill the requirements of the project. CNK is willing and able to meet the highly demanding requirements of this project within the budget they proposed. They committed to collect the appropriate data and create station-specific reports as outlined in the scope of work. In addition, their proposal offered additional enhancements beyond the level of effort sought in the RFP. The additional, no cost, enhancements are a value-added proposition for the City of Los Angeles and SCAG. At present, they are a primary data warehouse



for information on planning and development in the region with their past performance with Metro, SCAG and Los Angeles County Department of Regional Planning. Currently, the digital platform CNK has developed titled “LOTS” (Land Opportunities Tracking System) assembles individual property parcels as the basic unit of analysis, and includes data layers at multiple levels. In their proposal, CNK has offered the City and SCAG the opportunity to integrate and incorporate, some of the assembled information in existence in its data warehouse, on an online mapping system.

CNK has been involved in designing, testing, and disseminating data collection tools research over the past ten years. Part of their expressed vision is designing applications with long term perspective that seeks to not only facilitate internal use but also to broaden participation. They have proposed, at no extra cost, to provide a web-based GIS that integrates on-grade photos, aerials, and video at each of the 46 rail and transitway stations. Data collected from this project can be easily accessible and potentially transferable to future transit oriented projects. CNK hence best fits the needs of the City of Los Angeles and SCAG to fulfill the overall objective of this study.

## **CONSULTANT CONTRACT**

**Consultant:** Kimley-Horn and Associates, Inc.

**Scope:** The Four Corners area where Los Angeles, Orange, Riverside, and San Bernardino Counties converge has historically been a key regional gateway between the urbanizing Inland Empire Counties (San Bernardino and Riverside) and the more urbanized Coastal Counties (Los Angeles and Orange).

The growth in affordable residential development in the Inland Empire, the availability of jobs in Orange and Los Angeles Counties, and the significant amount of goods movement activity occurring in the region have resulted in worsening levels of congestion-not only on the freeway system, but also on major arterials which serve the immediate Four Corners area.

In an effort to address these issues, several local agencies in the early 1990s initiated informal meetings to discuss transportation issues/challenges and potential solutions. Over time, the group evolved into the Four Corners Policy Committee (also known as the Four Corners Transportation Group). In 1997, the Policy Committee successfully petitioned SCAG to fund a comprehensive transportation planning study for the immediate area. In 1998, a consultant team initiated work, and in July 2000 a final study was released. A key component of the study was a list of Preferred Improvement Strategies for roadways, transit, and travel demand management in the Four Corners area.

While the list has been periodically updated since 2000, SCAG and the Policy Committee have determined that a much more substantive technical re-evaluation of the Preferred Improvement Strategies List needs to be performed, in order to better reflect funding changes at the local, state, and federal levels, project scope/implementation changes, as well as changes in priorities and public policy. Therefore, SCAG requested the assistance of a qualified consultant with technical expertise in both transportation planning and meeting facilitation to:

- (a) Technically re-evaluate and update the Preferred Improvement Strategies List; and
- (b) To staff Four Corners Policy Committee meetings.

<b>Contract Amount:</b>	<b>Total not to exceed</b>	<b>\$59,998</b>
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Kimley-Horn Associates (prime)	\$59,998
KOA Corporations (prime)	\$57,697
Network Public Affairs (prime)	\$57,120

*(No sub-consultation effort identified as required by bidders)*

**Contract Period:** 1 year from Notice to Proceed

**Work Element:** 08-015.SCGC5 \$60,000 Funding Sources: Consolidated Planning Grant – FTA & TDA

**Request for Proposal:** The Proposal Review Committee (PRC) evaluated all three proposals in accordance with the criteria set forth in the RFP, and the selection process was conducted in a manner consistent with all applicable Federal and State contracting regulations. Interviews were held with all three offerors.

The PRC was comprised of the following individuals:

Joseph Alcock, Associate Regional Planner, SCAG  
 Hon. John Beaman, Chair of the Four Corners Policy Committee  
 Jiwanjit Palaha, Caltrans District 7  
 David Rubinow, Associate Regional Planner, SCAG  
 Ranjini Zucker, Contracts Administrator, SCAG

The PRC committee recommends Kimley-Horn Associates Inc. for the contract award because of the firm's qualifications to fulfill the requirements of this project. Kimley-Horn Associates Inc. is willing and able to meet the requirements of this project within a very limited budget. Additionally, the Project Manager "J.D". Douglas' extensive experience with the Four Corners project area is an added benefit to this project. In 2000, J.D. developed the original Four Corners Study. For this project he specifically identified additional enhancements and accommodated SCAG's need to have more meetings than that required, with no further cost increase. He demonstrated familiarity and knowledge with the issues that the committee is facing and an aptitude to address them in a comprehensive and sensitive manner. Additionally, Kimely-Horn's emphasis upon consensus building through development of a statement of purpose is what the Policy Committee needs in order to develop a consensus driven final product, which addresses the concerns of participating group members.

## **CONSULTANT CONTRACT**

**Consultant:** Delcan Corporation (Delcan)

**Scope:** Interstate 10 is the only access and exit to the Coachella Valley area in eastern Riverside County. With closures of I-10, because of accidents, disasters (earthquakes, fires, severe weather), and law related incidents; there is not an organized plan to assist motorists to exit the freeway or for emergency vehicles to gain access to the area or to motorists in need.

The growth in affordable residential development in the Inland Empire and the significant amount of goods movement activity occurring in the region have resulted in worsening levels of congestion, thereby increasing the impacts of such a closure.

A twelve hour closure of I-10 on June 15, 2005 at Cabazon, caused by a crime investigation, illustrates how the lack of emergency planning and coordination between agencies, can cause potentially serious and life threatening situations for those motorists caught in an unexpected freeway closure.

SCAG seeks a Consultant to develop and finalize a freeway disaster plan to respond to emergency closures of I-10. The plan will encompass assessing and identifying all connecting and crossing arterials, frontage roads, and tribal roads with right of way issues. The plan will be used to identify opportunities and methods for automobile/trucks/motorists/travelers to exit the freeway and provide other automobile and/or health related services, in the event of a disaster.

Particular attention will be paid on reviewing the County of Riverside's response paper to the June 15, 2005 freeway closure as well as the October 2003 San Diego wildfires, as well as the after-action reports of the 2007 fires in Los Angeles, Riverside, San Bernardino, San Diego and Ventura counties.

<b>Contract Amount:</b>	<b>Total not to exceed</b>	<b>\$59,917</b>
	Delcan	\$59,917
	Wilbur Smith	\$59,985
	Advantac	\$59,979

( no Subcontractors were proposed by any)

**Contract Period:** 1 year from Notice to Proceed

**Work Element:** 08-010.CVGS1 \$60,000 Funding Sources: Consolidated Planning Grant – FTA & TDA

**Request for Proposal:** SCAG staff notified 471 firms of the release of RFP No. 08-012. The RFP was also advertised on Lawley Publications' website, the Planning Magazine's website, and *Planetbids* bid management system. A total of 29 firms downloaded the RFP.

The Proposal Review Committee (PRC) evaluated all three proposals in accordance with the criteria set forth in the RFP, and the selection process was conducted in a manner consistent with all applicable Federal and State contracting regulations. Interviews were held with all three offerors.

The PRC was comprised of the following individuals:

Alan Thompson, Senior Regional Planner, SCAG  
Ms. Catherine McMillan, Coachella Valley Association of Governments  
Mr. Dan Kopulski, Caltrans District 8  
Robert Huddy, Program Manager, SCAG  
Ranjini Zucker, Contracts Administrator, SCAG

The PRC committee recommends Delcan for the contract award because of the firm's qualifications to fulfill the requirements of this project. Delcan's capabilities best fits SCAG's needs. Delcan is willing and able to meet the requirements of this project within the limited budget. Additionally, the Project Manager Bruce Churchill's extensive security background is an added benefit to this project.

Delcan has extensive experience in the type of operations management necessary in the type of emergency response. Delcan Corporation developed the system design, plans and specifications, and installed and integrated all elements for the upgraded Caltrans District 7 Traffic Management Center (TMC). This center acts as the nucleus of the traffic operations system in California's Los Angeles and Ventura Counties.

In 2006, Delcan became the prime contractor to develop plans and specifications for the systems design element of a new Transportation Management Center (TMC) for the Inland Empire. This TMC would be crucial to the successful deployment of any emergency closure plan in the study area.

# REPORT

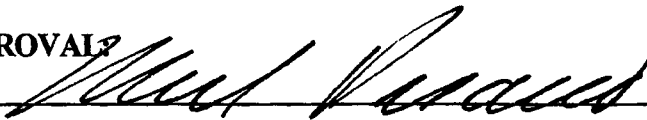
**DATE:** January 3, 2008

**TO:** Administration Committee  
Regional Council

**FROM:** Philip Law, Corridors Program Manager, 213-236-1841, law@scag.ca.gov

**SUBJECT:** Central County Corridor Major Investment Study

**EXECUTIVE DIRECTOR'S APPROVAL**



**RECOMMENDED ACTION:**

Direct staff to develop a funding agreement with the OCTA to provide \$200,000 towards the Central County Corridor Major Investment Study.

**BACKGROUND:**

OCTA completed a preliminary study in 2005 that identified several conceptual alternatives to improve mobility in Central Orange County. Through the Central County Corridor Major Investment Study, OCTA intends to conduct further detailed technical analysis and public outreach on the alternatives, leading to the selection of a Locally Preferred Strategy. Once approved by the OCTA Board, the Locally Preferred Strategy could be considered by SCAG for inclusion in a future RTP update.

SCAG and OCTA, recognizing a common interest in developing effective transportation projects and strategies to help relieve congestion and improve mobility, are seeking to partner together to fund this study. SCAG's contribution would fund a portion of the study.

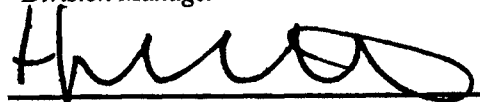
**FISCAL IMPACT:**

The FY 07/08 OWP Amendment 2 includes \$200,000 for the Central County Corridor Major Investment Study.

Reviewed by:

  
Division Manager

Reviewed by:

  
Department Director

Reviewed by:

  
Chief Financial Officer

# REPORT

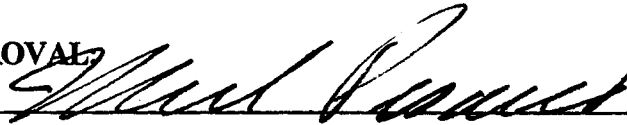
**DATE:** January 3, 2008

**TO:** Administration Committee  
Regional Council

**FROM:** Philip Law, Corridors Program Manager, 213-236-1841, law@scag.ca.gov

**SUBJECT:** Harbor Subdivision Alternatives Analysis

**EXECUTIVE DIRECTOR'S APPROVAL:**



**RECOMMENDED ACTION:**

Direct staff to develop a funding agreement with the MTA to provide \$2 million towards the Harbor Subdivision Alternatives Analysis.

**BACKGROUND:**


In December 2006, the MTA completed a preliminary feasibility analysis for implementing various types of transit service on the Harbor Subdivision rail right-of-way. Through the Harbor Subdivision Alternatives Analysis, MTA intends to conduct further detailed technical analysis and public outreach on potential alternatives, leading to the selection of a Locally Preferred Strategy. Once approved by the MTA Board, the Locally Preferred Strategy could be considered by SCAG for inclusion in a future RTP update.

SCAG and MTA, recognizing a common interest in developing effective transportation projects and strategies to help relieve congestion and improve mobility, are seeking to partner together to fund this study. The Harbor Subdivision Alternatives Analysis will identify regionally significant transit improvements that could connect the South Bay and the Wilmington/San Pedro area to Downtown Los Angeles. SCAG's contribution would fund a portion of the study.

**FISCAL IMPACT:**

Funding would be provided in the FY 08/09 OWP and subsequent OWPs.

Reviewed by:

  
Division Manager

Reviewed by:

  
Department Director

Reviewed by:

  
Chief Financial Officer

# REPORT

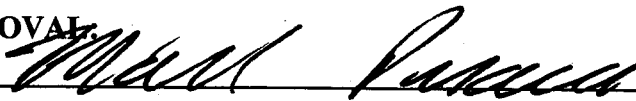
**DATE:** January 3, 2008

**TO:** Regional Council  
Administration Committee  
Transportation & Communications Committee (TCC)

**FROM:** Huasha Liu, Program Development & Evaluation Division Manager, 213-836-1838, [liu@scag.ca.gov](mailto:liu@scag.ca.gov)  
Richard Marcus, Maglev Project Manager, 213-236-1819, [marcus@scag.ca.gov](mailto:marcus@scag.ca.gov)

**SUBJECT:** Joint Exercise of Powers Agreement (JPA) creating the Southern California Regional High-Speed Transport Authority

**EXECUTIVE DIRECTOR'S APPROVAL:**



**RECOMMENDED ACTION FOR THE ADMINISTRATION COMMITTEE AND TCC:**

Staff recommends that subject to the respective review by each committee, the Administration Committee and TCC each recommend that the Regional Council approve in substantial form the attached Joint Exercise of Powers Agreement creating the Southern California Regional High-Speed Transport Authority.

**RECOMMENDED ACTION FOR THE REGIONAL COUNCIL:**

Staff recommends that the Regional Council approve the JPA in substantial form, and authorize the Executive Director to execute the document on SCAG's behalf.

**BACKGROUND:**

Since 1998, SCAG has included as part of the Regional Transportation Plan, discussion regarding the development of an intra-regional high speed rail system. In 2002, SCAG's Regional Council selected an Initial Operating Segment ("IOS") for the system. This IOS comprises a 54-mile segment starting in West Los Angeles and ending at the Ontario airport. The IOS consists of four stations located respectively at West Los Angeles, Union Station, West Covina and the Ontario Airport. SCAG has undertaken planning studies related to the IOS, including an alternatives study to determine the optimum regional high-speed transport system (also known as a "RHST").

During the last several months, the jurisdictions of Los Angeles, Ontario and West Covina have been in discussions regarding the creation of the joint powers agency *"for the purpose of overseeing the continued planning activities related to the IOS, and the general evaluation, construction and operation of an intra-regional high-speed transport system."* (Emphasis added). SCAG staff has also participated in these discussions, along with staff of other interested stakeholders such as applicable transportation commissions.

The result of such discussions is the attached "Joint Exercise of Powers Agreement Creating the Southern California Regional High-Speed Transport Authority" ("Authority"). The purpose of the JPA is to create a joint powers entity which would provide for the development of RHST that coordinates with the state-wide rail service to be developed by the State High-Speed Rail Authority. More specifically, the goals of the



# REPORT

Authority include completion of the planning process developed by SCAG, along with the implementation, management, administration, construction and operation of the regional high-speed transport system.

The initial composition of the Authority comprises elected officials from Los Angeles, Ontario and West Covina given the current stations proposed for the IOS. Similarly, the signatories of the JPA include Los Angeles, Ontario and West Covina. SCAG is also proposed to be a signatory to the JPA given its commitment to provide initial funding to the Authority subject to the certain limitations. Under the terms of the JPA, the actual amount of this initial funding is yet to be determined and SCAG anticipates defining this amount once meetings of the JPA are commenced.

SCAG staff supports the creation of the Authority as this serves to support SCAG's efforts over the course of several years to make an intra-regional high-speed transport system become more viable. It is also significant for the purpose of demonstrating progress with the proposed development of a High-Speed Regional Transport in the RTP. Therefore, staff recommends that the TCC, the Administration Committee and the Regional Council approve the JPA in substantial form, and that the Regional Council authorize the Executive Director to sign the JPA on SCAG's behalf. SCAG's execution of the JPA shall be subject to the approval and execution of the JPA by representatives of the cities of Los Angeles, Ontario and West Covina, as the JPA shall not become effective until executed by all respective signatories.

## FISCAL IMPACT:

Work related to the development of the JPA is included in the current Overall Work Program.

Reviewed by:

  
Division Manager

Reviewed by:

  
Department Director

Reviewed by:

  
Chief Financial Officer

**JOINT EXERCISE OF POWERS AGREEMENT  
CREATING THE SOUTHERN CALIFORNIA REGIONAL  
HIGH-SPEED TRANSPORT AUTHORITY**

This Joint Exercise of Powers Agreement (the "Agreement") dated as of \_\_\_\_\_, 2008, is made by and among the City of Los Angeles, a municipal corporation ("Los Angeles"), the City of Ontario, a municipal corporation ("Ontario"), the City of West Covina, a municipal corporation ("West Covina"), and the Southern California Association of Governments, a joint powers agency ("SCAG") hereinafter collectively known as "Contracting Parties" and individually as "Contracting Party."

**RECITALS**

WHEREAS, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (section 6500 et seq.) (the "Act") permits two or more public agencies by agreement to exercise jointly powers common to the public agencies; and

WHEREAS, there is within the State of California an entity known as the High-Speed Rail Authority ("HSRA") created pursuant to the California High-Speed Rail Act (California Public Utilities Code section 185000 et seq.) for the purpose of developing and implementing an intercity high-speed rail service that is fully integrated with the state's existing intercity rail network and coordinated with rail transit services developed by local agencies; and

WHEREAS, SCAG is a joint powers agency and a federally designated Metropolitan Planning Organization ("MPO") for the Southern California region. As the MPO, SCAG is statutorily required to prepare the regional transportation plan ("RTP") for the counties of Los Angeles, Orange, San Bernardino, Riverside, Ventura, and Imperial; and

WHEREAS, starting in 1998, SCAG has included as part of the RTP, discussion regarding the development of a intra-regional high speed rail system to improve surface transportation and meet air quality requirements within Southern California. In 2002, SCAG's Regional Council selected an Initial Operating Segment ("IOS") for the intra-regional high speed rail system; and

WHEREAS, the IOS comprises a 54-mile segment starting at West Los Angeles and ending at the Ontario Airport. The IOS consists of four stations located respectively at: (1) West Los Angeles, (2) Los Angeles Union Passenger Terminal (better known as Union Station), (3) West Covina, and (4) the Ontario Airport; and

WHEREAS, the municipalities of Los Angeles, West Covina and Ontario currently are proposed to have stations along the IOS, and each desires to enter into a joint exercise of powers agreement providing for the creation of an entity known as the Southern California Regional

High-Speed Transport Authority (“JPA”), for the purpose of overseeing the continued planning activities related to the IOS, and the general evaluation, construction and operation of an intra-regional high speed transit system in the Southern California area that coordinates with the state-wide rail service to be developed by the HSRA; and

WHEREAS, Los Angeles, West Covina and Ontario recognize that SCAG has undertaken planning studies related to the IOS and is evaluating alternatives to determine the optimum regional high-speed transport system (“RHST”) that would improve mobility needs and meet the congestion and air quality improvement goals in the Southern California region while also decentralizing aviation demand to regional airports; and

WHEREAS, the RHST planning process, as developed by SCAG consists of four (4) phases: Phase 1 – Pre-deployment Analysis (preliminary feasibility analysis); Phase 2 - Preliminary Engineering (engineering necessary to prepare Environmental Impact Report); Phase 3 - Deployment Plan (investment grade analysis necessary for project deployment); and Phase 4 - Environmental Impact Report; and

WHEREAS, SCAG has completed Phase 1, and has substantially completed Phase 2 of the RHST planning process; and

WHEREAS, it is the goal of the Contracting Parties to complete the RHST planning process developed by SCAG, including completion of Phases 3 and 4, and to provide a coordinated approach to the evaluation, planning, design and securing of funding for the development of the RHST system;

WHEREAS, the JPA is intended to assume the completion of the RHST planning process along with the implementation, administration, management, construction and operation of the RHST system, starting with the IOS which connects West Los Angeles to the Ontario Airport.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises herein contained, each of the Contracting Parties does hereby agree as follows:

## **ARTICLE I. DEFINITIONS**

Section 1.01 Definitions. The words and terms defined in this Article shall have the following meanings for the purposes of this Agreement:

“Act” means Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500).

“Agreement” means this Joint Exercise of Powers Agreement.

“Board of Directors” or “Board” means the governance board for the JPA.

“California High-Speed Rail Act” means Division 19.5 of the California Public Utilities Code (commencing with Section 185000).

“CEQA” means the California Environmental Quality Act (Division 13, Chapter 1 of the California Public Resources Code commencing with Section 21000).

“Chairperson” means the Chairperson of the Board of the JPA.

“Committee” means a standing or ad hoc committee of the Board established by the Board.

“Contracting Party” or “Contracting Parties” means Los Angeles, Ontario, West Covina, SCAG and/or any other Public Agency(ies) that becomes a party to this Agreement pursuant to Section 8.12 of this Agreement.

“Director” means the Director to the Board appointed pursuant to Section 3.01 of this Agreement.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“IOS” means the initial operating segment of the RHST, representing approximately 56 miles and connecting West Los Angeles to the Los Angeles Union Station to West Covina to the Ontario Airport.

“JPA” means the Southern California Regional High-Speed Transport Authority established pursuant to Section 2.02 of this Agreement.

“Political Reform Act” means the Political Reform Act of 1974 (Title 9 of the California Government Code, commencing with Section 81000).

“Public Agency” or “Public Agencies” means a public agency as that term is defined in Section 6500 of the California Government Code.

“Ralph M. Brown Act” means Chapter 9 of part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 54950.

“RHST” means a regional high-speed transport system to be further defined by the JPA Board, and as may be amended from time to time.

## **ARTICLE II. GENERAL PROVISIONS**

Section 2.01 Purpose. This Agreement is made pursuant to the Act to provide for the creation of a public joint powers entity separate from the Contracting Parties, to provide for the development of an intra-regional RHST system in the Southern California area that coordinates

with the state-wide rail service to be developed by the HSRA, and to provide for the exercise of all common powers possessed by the Contracting Parties that are municipalities and all powers provided to the JPA by the Act, by the California High-Speed Rail Act, or by any other law now in effect or hereafter enacted.

Section 2.02 Creation of Authority. Pursuant to Sections 6506 and 6507 of the Act, there is hereby created a public entity to be known as the “Southern California Regional High Speed Transport Authority.” The JPA shall be a public entity separate and apart from the Contracting Parties and shall administer this Agreement.

Section 2.03 Board of Directors. This JPA shall be governed and administered by a governance board (“Board”) consisting of a number of Directors as herein provided. Except for SCAG, each Contracting Party shall appoint one (1) voting Director per station identified on the RHST. The initial composition of the Board shall be consistent with the stations proposed for the IOS, and shall comprise of two (2) Directors from the City of Los Angeles, one Director from the City of West Covina, and one Director from the City of Ontario. Except for SCAG, each Contracting Party shall also appoint an alternate, who may act in the Director’s absence in accordance with Section 2.04(c) herein. As new stations are identified and added to the RHST by affirmative decision of the Board, those affected jurisdictions shall have the opportunity to appoint one (1) voting Director to the Board per station. The Board will also include one (1) non-voting Director appointed by each of the following Public Agencies: SCAG, San Bernardino Associated Governments (“SANBAG”), Caltrans, and the Los Angeles County Metropolitan Transportation Authority (“Metro”). The Board may also include additional non-voting Director(s) as approved by the Board. Except for SCAG, entities having non-voting Directors shall not be a party to this Agreement. Non-voting Directors shall also not affect the quorum requirements of this Agreement. No individual shall be appointed to hold the position of more than one (1) Director, and all voting Directors shall be elected officials. In addition to the requirements of Section 4.04 to this Agreement, no person who receives salary income (exclusive of stipends or per diems) from a private transit or transportation planning agency may be a Director. However, each Director may receive a per diem for each Board meeting attended. The amount of the per diem shall be fixed from time to time by the Board and shall not exceed One Hundred Dollars (\$100.00) per meeting with a maximum amount equal to two (2) meetings a month.

Section 2.04 Terms of Directors. Each Director to the Board shall serve for a two-year term, with no limit on the number of terms served. Nothing herein shall prevent a Director from being replaced by their respective Public Agency during the course of their term, provided written notice thereof is provided to the JPA.

Section 2.05 Meetings of the Board. At its first meeting, and as needed thereafter, the Board shall establish by resolution the dates, place and time of its regular meetings. Special or emergency meetings may be called at the request of the Chairperson or of a majority of the Board in accordance with the provisions of the Ralph M. Brown Act. At least one (1) annual meeting shall be held.

(a) Procedures. All meetings of the Board shall be called, noticed and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the California Government Code). The Board may adopt from time to time such additional rules and regulations for the conduct of its meetings, as may be required.

(b) Minutes. The Secretary to the Board shall cause to be kept minutes of any open meeting of the Board and shall, as soon as reasonably possible after each meeting, cause a copy of said minutes to be kept on file in accordance with state law, for access by each Director and the public.

(c) Voting. Each Director, other than the appointees of SCAG, SANBAG, Caltrans, and Metro, shall have one (1) vote. Each Public Agency may appoint an alternate Director ("Alternate") for each of its allocated Directors. The Alternate shall be authorized to act in place of the respective Director, if the Director is unable to be present at a Board meeting or is unable to act due to ethical restrictions set forth in Section 4.04 of this Agreement. Alternates may also serve on any Committee.

Section 2.06 Quorum; Required Votes; Approvals. The presence of at least a simple majority of the voting Directors representing each of the Contracting Parties shall constitute a quorum for the purposes of conducting business at a meeting, except that less than a quorum may adjourn a meeting. A simple majority is defined as a majority of the voting Board membership, plus one, and cannot be composed of a single jurisdiction. All actions of the Board shall be approved upon the affirmative vote of a simple majority of Directors, unless a greater number is required by law, or a supermajority of votes for any of the following actions: (a) adoption of annual work plan and budget, (b) mid-year revisions to the annual budget, (c) contract awards, (d) hiring staff, (e) environmental approvals, including but not limited to Environmental Impact Reports, or (f) termination of this Agreement. A supermajority is defined as two-thirds (2/3) of the Board membership.

Section 2.07 Bylaws. The Board may adopt, from time to time, such bylaws, rules and regulations for the conduct of its meetings as are necessary for the purposes hereof.

Section 2.08 Annual Budget and Administrative Expenses. The Board shall adopt a budget for administrative expenses prior to the commencement of each Fiscal Year.

### **ARTICLE III. CHAIRPERSON, DIRECTORS AND OFFICERS**

Section 3.01 Chairperson and Directors. At its first meeting, and at the anniversary of the first meeting in every other succeeding calendar year or as soon thereafter as practicable, the Board shall elect, from among the voting Directors, a chairperson to preside over the meetings of the Board ("Chairperson" or "Chair"), and a vice-chairperson to preside over the meetings in the absence of the Chairperson. The Chairperson and vice-chairperson shall be from different jurisdictions. The Chair of the Board may speak on behalf of the JPA only when authorized by the Board. The Chairperson shall serve a two-year term, and shall rotate between the voting

Directors only. The chairmanship will not be held by a jurisdiction for more than two (2) consecutive terms. A Director from Los Angeles, however, will serve as the initial Chair.

Section 3.02 Secretary. At its first meeting, and at the anniversary of the first meeting in every other succeeding calendar year or as soon thereafter as practicable, a secretary to the Board ("Secretary") shall be appointed from either Directors or employees of the JPA. The Secretary shall perform such duties as may be determined by the Board and shall cause a copy of this Agreement to be filed with the California Secretary of State within thirty (30) days of its effective date pursuant to Section 6503.5 of the Act.

Section 3.03 Treasurer. A treasurer for the JPA ("Treasurer") shall be appointed from those persons eligible under Sections 6505.5 or 6505.6 of the Act, and provided the person is deemed qualified by the Board to serve as Treasurer of the Board. The Treasurer shall have the custody of all monies of the JPA and shall perform all duties and responsibilities set forth in Section 6505.5 of the Act. The appointment shall be made by resolution at the first meeting of the Board.

Section 3.04 Auditor-Controller. An auditor-controller for the JPA ("Auditor-Controller") shall be appointed from those persons eligible under Sections 6505.5 or 6505.6 of the Act, and provided the person is deemed qualified by the Board to serve as Auditor-Controller of the Board. The auditor-controller shall draw warrants to pay demands against the JPA when the demands against the JPA have been approved by any authorized person or entity authorized to approve such demands in accordance with this Agreement. The Auditor-Controller shall also make or cause to be made an independent audit of the accounts and records of the JPA pursuant to Section 5.05 herein. The appointment shall be made by resolution at the first meeting of the Board.

Section 3.05 Other Employees. The Board shall have the power by resolution to appoint and/or employ such other officers, employees, consultants and independent contractors as may be necessary for the purpose of the this Agreement.

#### **ARTICLE IV. POWERS**

Section 4.01 General Powers. The JPA shall have the powers which are common to the Contracting Parties that are municipalities and shall do all acts necessary for the accomplishment of the purposes of this Agreement, subject to the restrictions set forth in Section 4.03 of this Agreement and to the extent not in conflict with powers held by the HSRA.

Section 4.02 Additional and Specific Powers. The JPA shall have all additional powers provided in the Act or in any other law now in effect or hereafter enacted. Specifically, the JPA shall have the power to make and enter contracts; employ or engage contractors, agents, or employees; apply for, receive and utilize grants and loans from Federal, State, or local governments, or from any other available source; incur liabilities, debt and other contractual obligations such as issuance of bonds; sue and be sued in its own name; and exercise any other

powers common to the Contracting Parties that are municipalities and promulgate, adopt and enforce any rules and regulations, as may be necessary and proper to implement and effectuate the terms, provisions and purposes of this Agreement.

Section 4.03 Exercise of Powers. The powers of the JPA shall be exercised in the manner provided in the Act and as forth herein, and subject to, however, to the restrictions and limitation upon the manner of exercising such powers as are applicable to the City of Los Angeles.

Section 4.04 Standards of Conduct and Conflicts of Interest. Every Board member, officer, employee and consultant of the JPA shall comply with the Political Reform Act.

Section 4.05 Obligations of Authority. As provided in Section 6508.1 of the Act, the debts, liabilities and obligations of the JPA shall not be the debts, liabilities and obligations of any of the Contracting Parties; provided, however, that any of the Contracting Parties may contract separately for, assume responsibility for, specific liabilities or obligations of the JPA. The provisions of California Government Code Section 6513 are hereby incorporated into this Agreement.

Section 4.06 Lead Agency and Regulatory Approvals. The JPA shall be the lead agency for the purposes of compliance with the California Environmental Quality Act ("CEQA") for any discretionary acts of the JPA which may have an effect on the environment.

Section 4.07 Separate Entity and Insurance. The JPA is a separate legal entity from each of the Contracting Parties. The JPA shall procure such general liability insurance, as the Board may approve.

## **ARTICLE V. CONTRIBUTIONS, ACCOUNTS, FUNDS AND REVENUE PARTICIPATION**

Section 5.01 Contributions to JPA. Subject to the approval of its Regional Council, the Federal Highway Administration and the Federal Transit Authority, SCAG shall contribute initial funding to the JPA, in an amount to be determined at a later date, to assist in the JPA's planning activities related to the RHST system. Any future funding obligations determined to be necessary above any initial SCAG funding shall be provided proportional to voting rights established in Section 2.03 of this Agreement unless otherwise determined by the Board. The Contracting Parties acknowledge that any SCAG contribution to the JPA shall not limit or otherwise diminish SCAG's obligation, responsibility or ability to continue to study an intra-regional high speed rail system as part of its role as the federally designated MPO for the Southern California region.

Section 5.02 Contracting Parties Contributions. The Contracting Parties may: (a) make contributions to the JPA from their respective treasuries for the purposes set forth herein; (b) make payments of public funds to defray the cost of such purposes; (c) make advances of public



funds for such purposes, such advances to be repaid as provided herein; and (d) use their respective personnel, equipment or property in lieu of other contributions or advances. Unless otherwise agreed to by the Contracting Parties, funding for the operations of the JPA will be proportionate to the voting rights of the Contracting Parties, as well as other source both public and/or private.

Section 5.03 Custody of Funds. Subject to the applicable provisions of any instrument or agreement into which the JPA may enter that otherwise may provide for a trustee to receive, have custody of and disburse JPA funds, the Treasurer of the JPA (as described in Section 3.03 of this Agreement) shall receive, have custody of and disburse JPA funds as nearly as possible in accordance with generally accepted accounting practices and shall make the disbursements required by this Agreement or to carry out any of the provisions of this Agreement. Any and all funds maintained by the Treasurer of the JPA shall be in an independent interest bearing trust account or fund.

Section 5.04 Revenue Participation. Any net revenue above operating expenses and debt service may be distributed proportional to voting rights established in Section 2.05(c) of this Agreement unless otherwise determined by the Board.

Section 5.05 Audits and Reports. There shall be strict accountability of all funds and reporting of all receipts and disbursements. Complete books and accounts shall be maintained by the JPA in accordance with practices established by or consistent with those utilized by the Controller of the State of California for like public agencies, and any practices or procedures required by law. The Auditor-Controller shall make or contract for an annual audit of the accounts and records of the JPA in accordance with Section 6505 of the Act.

Section 5.06 Inspection of Records. At any time during normal business hours and as often as any of the Contracting Parties deems necessary, the JPA shall, make available to the Contracting Party(ies) for examination, at reasonable locations to be determined by the JPA, all of the data and records with respect to the JPA and all matters covered by this Agreement. The JPA shall permit the Contracting Party(ies) to make audits of all invoices, materials, payrolls, records of personnel and consultants, and other data and media relating to the matters covered by this Agreement, at the cost and expense of the Contracting Party(ies) seeking the audit and inspection.

## **ARTICLE VI. TERM**

Section 6.01 Term. This Agreement shall become effective on the date that this Agreement has been approved by the Contracting Parties, and shall continue in perpetuity, or until terminated in accordance with Section 6.04 of this Agreement.

Section 6.02 Withdrawal or Cancellation. Any Contracting Party may withdraw from the JPA and terminate its participation in this Agreement by adoption of a resolution of withdrawal by the governing body of the withdrawing Contracting Party, and the provision

thereof to all other Contracting Parties at least thirty (30) days prior to the effective date of withdrawal. Upon the effective date of withdrawal, this Agreement shall be deemed automatically amended to reflect the deletion of the withdrawing Contracting Party.

Section 6.03 Effect of Withdrawal or Cancellation. Upon a Contracting Party's withdrawal, any assets represented by the accumulated capital contribution account of the withdrawing Contracting Party, shall remain subject to the JPA control, use and depreciation without compensation until this Agreement is terminated. Withdrawal shall not relieve the withdrawing Contracting Party of any financial obligations or liability arising prior to withdrawal. Each Contracting Party agrees to negotiate in good faith and execute such amendments to this Agreement as may be necessary to equitably adjust the appointment and voting procedures for Directors as set forth in this Agreement, necessitated by a Contracting Party's withdrawal.

Section 6.04 Termination. Except as otherwise provided in this Agreement, this Agreement may be terminated by a majority of the Contracting Parties after issuance of a 90-day Notice of Intent to Terminate Participation is issued by one of the Contracting Parties to the remaining Contracting Parties. In the event that the JPA has outstanding liabilities or obligations, such liabilities or obligations must be satisfied or provided for prior to termination of this Agreement.

Section 6.05 Distribution of Assets. Upon termination of this Agreement, and after the payment of all outstanding debts, liabilities, obligations, or other expenses incurred by the JPA , any assets of the JPA shall be distributed among the Contracting Parties in the same proportion as that reflected in the Contracting Parties' accumulated capital contribution accounts, as shown in the JPA's book of accounts.

## **ARTICLE VII. PLANNING, DEVELOPMENT AND CONTRACTS**

Section 7.01 Existing Agreements. SCAG shall provide the JPA with copies of documentation and information relative to any extant agreements, actions and on-going efforts to secure additional funding and financing for RHST. SCAG shall also provide the JPA with all background information and documentation regarding Phases 1 and 2 of the RHST planning process undertaken by SCAG. The JPA shall assume management of the planning process when the initial SCAG funding is received.

Section 7.02 Annual Work plan and Budget. The Board shall annually prepare, or cause to be prepared, a work plan and budget. The budget shall indicate the anticipated sources of revenues and the anticipated uses of such revenues. The work plan shall outline the activities and priorities of the JPA for the following year. The work plan shall be consistent with the adopted mission, vision and goals and must comply with all Board adopted policies, goals and objectives. Both the work plan and budget shall be prepared in sufficient detail to constitute an operating outline for the JPA, and shall identify the sources and amount of funds available to the JPA, if any, and expenditures to be made during the ensuing fiscal year, if any, to effectuate the

purposes of this Agreement. The Board shall adopt the annual work plan and budget by June 30th of each year.

Section 7.03 Committees. The Board may form technical and/or policy committees to conduct detailed work and make preliminary recommendations to the Board. The Board may delegate representation on such committees and set the terms of its membership.

Section 7.04 Procurement Authority. Final authority for purchasing actions and decisions rests with the Board. The Board may adopt procurement and materials management procedures and guidelines needed to implement and supplement the policies and standards set forth in this Agreement. Any such procedures and guidelines shall provide for timely review and processing of all procurement actions, and shall ensure that materials, services, and construction are obtained timely, efficiently and economically, while adhering to principles of good public policy and practices and sound business judgment. The JPA shall comply with all applicable laws in its procurement activities, including but not limited to the provisions of Part 1 of Division 2, commencing with Section 1100, and Articles 1, 1.5, 1.7, and 1.8 of Chapter 1 of Part 3 of Division 2, commencing with Section 20100, of the California Public Contract Code.

## **ARTICLE VIII. MICELLANEOUS PROVISIONS**

Section 8.01 Notices. Whenever a notice is required under this Agreement, such notice shall be in writing and shall be sufficient if delivered to the addresses specified below. Notice shall be effective on the next business day after delivery by whatever means prior to 5:00 p.m. to the addresses specified below. Any change of address shall be given in writing in accordance with this Section 8.01.

Los Angeles:

City of Los Angeles  
Department of Transportation  
100 South Main Street, 10<sup>th</sup> Floor  
Los Angeles, CA 90012  
Attn: General Manager

City of Los Angeles  
Office of the City Attorney  
200 North Main Street  
Los Angeles, CA 90012  
Attn: General Counsel Practice Group

With copies to:

City of Los Angeles  
Office of the City Administrative Officer  
200 North Main Street  
Los Angeles, CA 90012  
Attn: City Administrative Officer

City of Los Angeles  
Office of the Chief Legislative Analyst  
200 North Spring Street, Suite 255  
Los Angeles, CA 90012  
Attn: Chief Legislative Analyst

City of Los Angeles  
Office of the Mayor  
200 North Spring Street, Suite 303  
Los Angeles, CA 90012  
Attn: Transportation

Ontario:

City of Ontario  
Office of the City Manager  
303 East B Street  
Ontario, CA 91764  
Attn: City Manager

With copy to:

City of Ontario  
Office of the City Attorney  
c/o Best Best & Krieger  
400 Mission Square  
3750 University Avenue  
P. O. Box 1028  
Riverside, CA 92502  
Attn: City Attorney

West Covina:

City of West Covina  
City Hall  
1444 West Garvey Avenue  
P.O. Box 1440  
West Covina, CA 91793  
Attn: City Manager

With copy to:

City of West Covina  
Office of the City Attorney  
c/o Alvarez-Glasman & Colvin  
13181 Crossroads Parkway North  
Suite 400, West Tower  
City of Industry, CA 91746  
Attn: City Attorney

SCAG:

Southern California Association of  
Governments  
818 West Seventh Street, 12<sup>th</sup> Floor  
Los Angeles, CA 90017  
Attn: Executive Director

Section 8.02 Section Headings. All section headings in this Agreement are for convenience or reference only and are not to be construed as modifying or governing the language in the section referred to or defining or limiting the scope of any provision of this Agreement.

Section 8.03 Consent. Whenever in this Agreement any consent of approval is required, it shall be made in writing.

Section 8.04 Laws Governing. This Agreement is made in the State of California under the constitution and laws of the State of California and is to be construed and interpreted in accordance with the laws of the State of California. Any legal disputes arising from or related to this Agreement shall be resolved in the State of California by an administrative or judicial body.

Section 8.05 Dispute Resolution. If a dispute arises between the JPA and a Contracting Party, the following procedures are to be followed:

(a) Request for Reconsideration. The Contracting Party will make a written request to the JPA to reconsider its position, citing the arguments in favor of the Contracting Party and any applicable case law that applies. The matter will be brought to the Board of Directors for reconsideration upon request of the Contracting Party. The Board member(s) appointed by the Contracting Party requesting reconsideration shall be deemed to have a conflict and shall be excluded from any vote. The Contracting Party can also request a personal presentation to the Board, if it so desires.

(b) Mediation. If the Contracting Party is not satisfied with the outcome of the reconsideration, the next step in the appeals process is mediation. The matter will be submitted to a mutually-agreed-upon mediator for determination. The cost of the mediation will be shared equally by the involved Contracting Party and the JPA.

(c) Litigation. If, after following the dispute resolution procedures set forth above, either party is not satisfied with the outcome of the mediation, either party may consider litigation as a possible remedy to the dispute.

Section 8.06 Amendments. This Agreement may be amended at any time, or from time to time, by one or more supplemental written agreements executed by the Contracting Parties either as required in order to carry out any of the provisions of this Agreement or for any other purposes of this Agreement.

Section 8.07 Enforcement by JPA. The JPA is hereby authorized to take any or all legal or equitable actions, including but not limited to injunction and specific performance, necessary or permitted by law. The rights and remedies of any party hereto are cumulative and not in the alternative.

Section 8.08 Severability. Should any part, term or provision of this Agreement be deemed by any court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining portions or provisions shall not be affected thereby and shall remain in full force and effect.

Section 8.09 Waiver. Neither the failure nor the delay by any party hereto, in exercising any right, power or privilege will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege.

Section 8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute one and the same Agreement.

Section 8.11 Successors. This Agreement shall be binding upon and shall inure to the benefit of the successors of each of the Contracting Parties, respectively. No Contracting Party may assign any right or obligation hereunder without the written consent of the other Contracting Parties.

Section 8.12 New Contracting Parties. As new stations are identified and added to the IOS by affirmative decision of the Board, those affected municipal jurisdictions or public agencies shall be provided an opportunity to participate as a Contracting Party to this Agreement. If any station is deleted from the IOS by affirmative decision of the Board, the affected municipal jurisdiction shall withdraw from this Agreement pursuant to the procedures set forth in Section 6.02.

Section 8.13 Privileges and Immunities. All of the privileges and immunities from liability, exemption from laws, ordinances and rules, all pension, relief, disability, workers' compensation and other benefits that apply to the activities of officers, agents or employees of a public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to the officers, agents or employees of the JPA to the same degree and extent while engaged in the performance of any of the functions and duties of such officers, agents or employees extraterritorially under this Agreement.

Section 8.14 Fiscal Year. The fiscal year of the JPA, unless and until changed by the JPA, shall commence on the 1<sup>st</sup> day of July of each year and shall end on the 30<sup>th</sup> day of June of the next succeeding year.

Section 8.15 Legal Services. The JPA may contract to employ independent legal counsel to advise and/or represent the JPA. The costs of independent counsel shall be divided according to the proportional voting rights of the Contracting Parties as set forth in Section 2.03 of this Agreement.

Section 8.16 Staff. The JPA shall not be obligated to employ existing individuals currently working at or for SCAG on RHST or Maglev (a high-speed elevated monorail system to move people and/or goods) projects. The JPA shall provide appropriate office space for its staff with necessary equipment, including telephones, furniture, computers and other office supplies.

Section 8.17 Further Assurances. The Contracting Parties agree, promptly upon request, to furnish, execute and deliver to each other all such further information, and to perform or refrain from performing all such actions, as the requesting Contracting Party may reasonably request for the purpose of carrying out the intent of this Agreement.

IN WITNESS WHEREFORE, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized and their official seals to be hereto affixed as of the date herein above written.

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
ROCKARD J. DELGADILLO,  
CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney

CITY OF LOS ANGELES:  
CITY OF LOS ANGELES, a municipal  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:  
\_\_\_\_\_,  
CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney

CITY OF ONTARIO:  
CITY OF ONTARIO, a municipal corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_,  
CITY ATTORNEY

By: \_\_\_\_\_  
City Attorney

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_

By: \_\_\_\_\_  
Legal Counsel

CITY OF WEST COVINA:  
CITY OF WEST COVINA, a municipal  
corporation

By: \_\_\_\_\_

Its: \_\_\_\_\_

SOUTHERN CALIFORNIA ASSOCIATION  
OF GOVERNMENTS:  
SOUTHERN CALIFORNIA ASSOCIATION  
OF GOVERNMENTS, a joint powers agency

By: \_\_\_\_\_

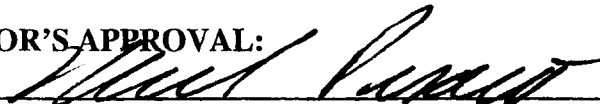
Its: \_\_\_\_\_



# REPORT

**DATE:** January 3, 2008  
**TO:** Administration Committee; Regional Council  
**FROM:** Jonathan Nadler, Program Manager, (213) 236-1884  
**SUBJECT:** Authorize Use of General Funds for SIP White Paper

**EXECUTIVE DIRECTOR'S APPROVAL:**



**RECOMMENDED ACTION:**

Approve use of \$25,000 from general fund reserves to pay SCAG's share of the cost for a State Implementation Plan White Paper.

**BACKGROUND:**

The 2007 State Implementation Plan Working Group, which includes but is not limited to the South Coast Air Quality Management District (SCAQMD), Southern California Assn. of Governments (SCAG) and the California Air Resources Board (ARB) agreed to hire consultant services to provide policy, strategy and communications advice to assist the Working Group and its member agencies to identify, develop and disseminate solutions to attain federally mandated national ambient air quality standards (NAAQS) for the South Coast Air Basin. The Working Group is seeking fundamentally new ways of conceiving transportation and air quality strategies that are necessary to reduce air pollution and make headway toward greenhouse gas reductions that contribute to global warming.

The consultant will research and write a comprehensive visioning document framing the issues, challenges, tactics, regulatory requirements and health imperative to drive a coordinated response among Californians to achieve air pollution standards mandated by the federal Clean Air Act.

The SCAQMD has already contracted for the consultant services for a cost of \$80,000. ARB has already agreed to contribute \$20,000. SCAG's \$25,000 contribution means SCAQMD will provide the balance of the contract costs and administer the contract.

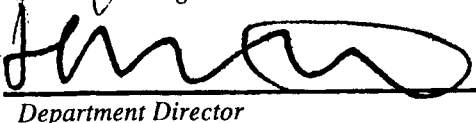
**FISCAL IMPACT:**

Funds for this activity are available in the general fund reserve account.

Reviewed by:

  
Division Manager

Reviewed by:

  
Department Director

Reviewed by:

  
Chief Financial Officer

# REPORT

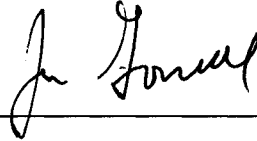
**DATE:** January 3, 2008

**TO:** Administration Committee  
Regional Council

**FROM:** Audit and Personnel Committees

**SUBJECT: REEVALUATE 20-YEAR AMORTIZATION FOR RETIREE HEALTHCARE  
BENEFIT**

**EXECUTIVE DIRECTOR'S APPROVAL:**



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**RECOMMENDED ACTION:**

Adopt a five-year amortization period for SCAG's retiree medical Actuarial Accrued Liability (AAL).

**BACKGROUND:**

At the meeting of November 1, 2007, the Administration Committee charged the Audit and Personnel Committees with analyzing the issue of the amortization period of SCAG's AAL related to its liability for retiree medical benefits under GASB 45.

The two committees met on December 13, 2007, as part of a joint meeting, and unanimously agreed to recommend a five-year amortization period. A copy of the staff report for that meeting is attached.

**FISCAL IMPACT:**

The Annual Required Contribution (ARC) for a five-year amortization is \$1.688 million which is \$1.285 million more than the current pay-as-you-go funding level of \$0.403 million.

**Prepared by:**



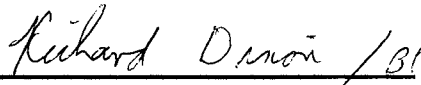
*Wayne Moore, CFO*

**Reviewed by:**



*Hon. Paul Nowatka*

**Reviewed by:**



*Hon. Richard Dixon*

# MEMO

**DATE:** December 13, 2007

**TO:** Audit and Personnel Committees

**FROM:** Wayne Moore, CFO, 213-236-1804, [moore@scag.ca.gov](mailto:moore@scag.ca.gov)  
Debbie Dillon, HR Director, 213-236-1870, [dillon@scag.ca.gov](mailto:dillon@scag.ca.gov)

**SUBJECT: REEVALUATE 20-YEAR AMORTIZATION FOR RETIREE HEALTHCARE BENEFIT**

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## BACKGROUND:

On July 12, 2007, the Regional Council accepted two recommendations from the Administration Committee (AC):

- (a) For financial planning purposes, set future increases in SCAG's contribution for retiree medical insurance coverage at 2% triennially;
- (b) Establish an irrevocable trust to accumulate funding for these benefits at CalPERS.

One of the actuarial assumptions used to compute SCAG's liability for retiree medical benefits was a 20-year amortization of the actuarial accrued liability (AAL), which is the liability for benefits earned before the valuation date (June 30, 2006).

The AC approved the formation of SCAG's irrevocable trust at CalPERS on November 1, 2007. During that discussion, the Hon. Edney's requested a re-evaluation of the AAL's amortization period assumed in the actuarial study, with a view to lowering the long-term interest cost. The AC referred the issue to this joint committee. Additional data concerning various amortization periods (5 years to 20 years) is presented in the table below. It was prepared by SCAG's actuary, Bartel & Associates.

## ANALYSIS:

The actuarial study of October 2007, prepared by Bartel & Associates, relied on the following assumptions:

- 1- BENEFITS: SCAG pays healthcare coverage, up to \$550 per month, for eligible employees retiring directly from SCAG. Dental and vision benefits are not covered. The benefits will increase 2% every three years, commencing July 1, 2009.
- 2- Actuarial Accrued Liability: amortized over 20 years.

Assumptions #1 and #2 above were determined by SCAG.

- 3- INTEREST EARNINGS: SCAG's funding contributions will earn 7.75% annually, which is the rate applicable to irrevocable trusts.
- 4- INFLATION: 3% annually.
- 5- AGGREGATE PAYROLL: increase 3.25% annually.
- 6- RETIREMENT AGE: males 60 years of age; females 59.

# MEMO

Assumptions #3 through #6 were required by CalPERS as a condition of using their irrevocable trust (aka the California Employers' Retiree Benefit Trust Fund) as a prefunding vehicle.

Using these assumptions, the valuation results were (amounts in 000's):

- Present Value of Projected Benefits (PVPB) \$7,383  
The total liability for past and future service for current employees in today's dollars
- Actuarial Accrued Liability (AAL) 6,214  
The total liability for past service
- Plan Assets 0  
Funds set aside in a trust to be used only for this purpose
- Unfunded Actuarial Liability 6,214  
Excess of AAL over plan assets
- Annual Required Contribution (ARC) 678  
Annual contribution required by SCAG to fund entire liability over 20 years

The table below displays the ARC (amounts in 000'a) at various rates of amortization:

AMORTIZATION PERIOD (years)				
	20	15	10	5
Normal Cost	170	170	170	170
AAL Amortization	508	617	839	1,518
ARC	678	787	1,010	1,688
ARC as % of payroll	7.9%	9.1%	11.7%	19.6%

## FISCAL IMPACT:

Almost all of this expense is billable to the agency's grants as only 2.8% of payroll expense relates to the General Fund. The difference between SCAG's current payments to retirees of \$403,000 annually and the ARC at various amortization rates is shown below (amounts in 000's).


AMORTIZATION PERIOD (years)				
	20	15	10	5
ARC	678	787	1,010	1,688
Pay-as-you-go	403	403	403	403
Difference	275	384	607	1,285

# MEMO


Reviewed by:

  
\_\_\_\_\_  
*Division Manager*

Reviewed by:

  
\_\_\_\_\_  
*Department Director*

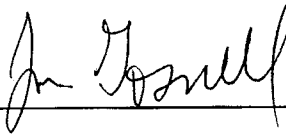
Reviewed by:

  
\_\_\_\_\_  
*Chief Financial Officer*

# REPORT

**DATE:** January 3, 2008  
**TO:** Administration Committee and Regional Council  
**FROM:** Membership & Communications Subcommittee  
**SUBJECT:** Guidance for Sponsorship Requests

**EXECUTIVE DIRECTOR'S APPROVAL:**



## RECOMMENDED ACTION:

Approve the specific sponsorship requests as follows:

- 1) \$2,500 for the Western Riverside County Clean Cities Coalition annual event
- 2) \$2,500 for the 2008 Center for Sustainable Suburban Development (UCR) Conference, plus up to \$2,500 for member elected officials' registration
- 3) \$2,500 for Local Government Commission workshops on reducing greenhouse gas emissions, plus up to \$2,500 for member elected officials' registration
- 4) \$10,000 for the event celebrating Mark Pisano's 31 years as SCAG Executive Director

Approve subject to funding available through the RTP Outreach program:

- 1) \$5,000 for Los Angeles County Transportation Funding Collaborative Workshop

Decline the following request:

- 1) \$5,000 for the METRANS (USC & CSU Fullerton) National Urban Freight Conference

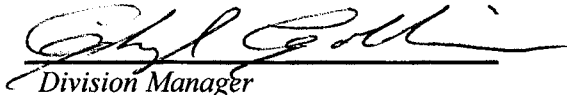
## BACKGROUND:

SCAG is frequently asked to sponsor or co-sponsor events and conferences both internally and externally. Typically these requests have been addressed on a case-by-case or historic relationship basis. To more efficiently address this growing deluge of requests, the Administration Committee and Regional Council have charged the Membership & Communication Subcommittee with developing guidance and criteria to better evaluate requests, and further to review and recommend action on individual sponsorship requests. For your information, the Sponsorship Guidance document is attached.

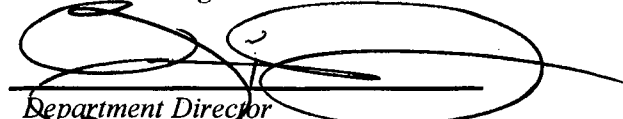
## FISCAL IMPACT:

The sponsorship budget is captured in the approved FY 07-08 General Fund budget within work element 08-800.SCGS9.

Reviewed by:

  
Division Manager

Reviewed by:

  
Department Director

Reviewed by:

  
Chief Financial Officer

# **SCAG Sponsorship Guidance**

This guidance document outlines the criteria for all SCAG sponsorships to ensure a more formal process in determining agency sponsorships throughout the fiscal year.

## **Criteria for Funding Consideration**

1. The event, program or project must be regionally-significant and there must be equitable access for participation across the region.
2. Priority will be given to Board-initiated requests.
3. There must be adequate funds available in either SCAG's General Fund, through grant funding or a combination of the two.
4. Timeliness of the sponsorship request.

## **Process**

1. The Communications Division will serve as overall lead on special events and agency sponsorships.
2. All requests for SCAG sponsorships must first be forwarded by the Communications Division to the Membership and Communication Subcommittee for review and consideration.
3. All recommendations by the Membership and Communication Subcommittee will be forwarded to the Administration Committee for approval. Activities receiving approval will be included in the overall budget.
4. Requests for sponsorship will occur primarily during the annual budget development cycle but may also occur at any time throughout the year.
5. During the annual budget development cycle, staff should ensure their requests for special event funding is included in the Communications budget.
6. Excess revenue will be reimbursed to the General Fund or to the program budget as appropriate.

# MEMO

**DATE:** January 3, 2008  
**TO:** Administration Committee  
**FROM:** Wayne Moore, Chief Financial Officer, (213) 236-1804, moore@scag.ca.gov  
**SUBJECT:** CFO Monthly Report

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## **Accounting:**

The Accounting department is happy to report that all FY08 membership dues have been collected, amounting to \$1,516,500. In addition, 95% of October's disbursements were within 30 days of invoice receipt.

The draft Comprehensive Annual Financial Report was presented to the Audit Committee on December 13, 2007 by SCAG's outside independent auditors, Vasquez & Co., LLP.

Following one of SAP's recommendations, we have begun to bring the accounting software system current with respect to uninstalled support packages. Once we have also put into place the new accounting flexfield structure, we will be in a good position to consider SAP's second major recommendation, specifically to migrate to the SAP Grants module.

A presentation was made at the joint meeting of the Audit and Personnel Committees on December 13, 2007, concerning SCAG's retiree medical health benefit. The Committee considered alternative amortization periods (currently 20 years) for SCAG's unfunded accrued actuarial liability. The data was prepared by SCAG's actuary and addresses costs associated with amortization periods of 5, 10, 15, and 20 years

## **Business Operations:**

The City of Los Angeles Building and Safety Department and the Office of the Building approved plans for office space build-out on the 11th Floor. Staff also developed a scope of work for a RFP which should be issued by week ending December 7, 2007.

BOS Staff is making significant progress developing a long-range equipment replacement plan which will be completed by the end of December.



# MEMO

## **Budget and Grants:**

The Budget and Grants Division conducted the 1<sup>st</sup> FY07-08 Quarterly review with Caltrans. The quarterly review or progress report meetings identify any challenges related to the implementation of the Overall Workplan (OWP) projects and redefine the project schedule for the remainder of the fiscal year. Additionally, the 1<sup>st</sup> Quarterly review meeting resulted in Caltrans unanimous approval of Amendment #2 in record time.

The FY08-09 budget kickoff was initiated with a Regional Council workshop to refine the priorities and outcomes for the new fiscal year. All comments and suggestions are due back to the office of the CFO by December 28, 2007.

The budget and grants staff continues to research new funding opportunities for the organization. As a result, staff worked with program staff and submitted both a FEMA Emergency Preparedness Grant application and the California Planning Grant application sponsored by Caltrans.

## **Contracts:**

During the month of November, the contracts department awarded 4 contracts, issued 2 contract amendments, and issued 4 Requests for Proposal (RFP). Staff also continues to perform extensive administration of 62 consultant contracts. Lastly, contracts staff completed the DBE Utilization Report, which shows that SCAG is on target to achieve this year's 5.7% DBE goal.

At its December 6, 2007 meeting, the Regional Council confirmed appointments to the Contract Sub-committee. The first meeting of the committee is being planned for January 2008.

Submitted by:

  
\_\_\_\_\_  
*Chief Financial Officer*

# SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS

## EXPENDITURE REPORT

FIVE MONTHS ENDED NOVEMBER 30, 2007

58% OF FISCAL YEAR REMAINING

Adopted Budget	Amendment #1	Budget after Amendment #1	Amendment #2	Forecast Budget	Expenditures	Encumbrances	Budget Balance	% Budget Remaining
48,083		48,083		48,083	5,043	-	43,040	90%
51,771		51,771		51,771	5,490	-	46,281	89%
320,000		320,000		320,000	102,863	217,137	0	0%
200,000		200,000		200,000	35,929	76,266	87,805	44%
33,000		33,000		33,000	8,332	-	24,668	75%
50,000		50,000		50,000	-	50,000	-	0%
22,000		22,000		22,000	3,360	-	18,640	85%
25,000		25,000		25,000	-	-	25,000	100%
25,000		25,000		25,000	-	-	25,000	100%
60,000		60,000		60,000	50,953	9,047	(0)	0%
49,800		49,800		49,800	4,650	952	44,198	89%
130,000		130,000		130,000	60,590	-	69,410	53%
1,000		1,000		1,000	525	-	475	48%
330,000		330,000		330,000	-	-	330,000	100%
7,500		7,500		7,500	-	-	7,500	100%
56,000		56,000		56,000	12,955	-	43,045	77%
5,000		5,000		5,000	1,946	-	3,054	61%
5,000		5,000		5,000	100	-	4,900	98%
3,500		3,500		3,500	-	-	3,500	100%
18,000		18,000		18,000	7,433	-	10,567	59%
116,500		116,500		116,500	2,850	13,000	100,650	86%
<b>1,557,154</b>	<b>-</b>	<b>1,557,154</b>	<b>-</b>	<b>1,557,154</b>	<b>303,019</b>	<b>366,402</b>	<b>887,733</b>	<b>57%</b>
10,323,466	(22,225)	10,301,241	345,668	10,646,909	3,947,966	199,970	6,498,973	61%
10,792,214	37,909	10,830,123	832,815	11,662,938	4,168,429	-	7,494,509	64%
12,826,884	(3,000)	12,823,884	(922,274)	11,901,610	816,074	7,512,262	3,573,274	30%
2,756,488	235,000	2,991,488	864,784	3,856,272	56,850	2,371,311	1,428,111	37%
514,710	15,000	529,710	123,306	653,016	5,383	522,737	124,896	19%
3,769,842	(25,264)	3,744,578	377,871	4,122,449	-	-	4,122,449	100%
701,000		701,000		701,000	32,665	201,156	467,179	67%
108,000	55,000	163,000		163,000	17,258	18,084	127,658	78%
199,000	6,000	205,000	(3,000)	202,000	47,123	-	154,877	77%
<b>41,991,604</b>	<b>298,420</b>	<b>42,290,024</b>	<b>1,619,170</b>	<b>43,909,194</b>	<b>9,091,748</b>	<b>10,825,520</b>	<b>23,991,926</b>	<b>55%</b>
<b>43,548,758</b>	<b>298,420</b>	<b>43,847,178</b>	<b>1,619,170</b>	<b>45,466,348</b>	<b>9,394,767</b>	<b>11,191,922</b>	<b>24,879,659</b>	<b>55%</b>

1	Staff & Fringe Benefits
2	9914 Indirect Costs
3	54300 SCAG Consultants
4	54340 Legal costs
5	55600 SCAG Memberships
6	55820 Training
7	55910 RC/Committee Meetings
8	55912 RC Retreat
9	55914 RC General Assembly
10	55920 Other Meeting Expense
11	55930 Miscellaneous other
12	55940 Stipend - RC Meetings
13	55972 Rapid Pay Fees
14	55980 Cash Contribution to Projects
15	56100 Printing
16	58100 Travel
17	58150 Travel - Lodging over max
18	58200 Travel - Registration fees
19	58600 NARC Board Expense
20	58700 RC Approved Costs
21	58800 RC Sponsorships
22	<b>Total General Fund</b>
23	
24	Staff & Fringe Benefits
25	9914 Indirect Costs
26	54300 SCAG Consultants
27	54330 Subregional Consultants
28	54400 Subregional Contracts
29	55280 Third Party Contribution
30	55930 Miscellaneous - other
31	56100 Printing
32	58100 Travel
33	<b>Total Other Funds</b>
34	
35	<b>Grand Total</b>

# MEMO

**DATE:** January 3, 2008

**TO:** Administration Committee  
Regional Council

**FROM:** Wayne Moore, CFO, 213-236-1804, moore@scag.ca.gov

**SUBJECT: FY07 COMPREHENSIVE ANNUAL FINANCIAL REPORT**

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## BACKGROUND:

Pursuant to the Single Audit Act, SCAG is required to have an annual audit performed of its financial statements. The audit for the year ended June 30, 2007 was conducted by the firm of Vasquez and Co.

Vasquez and Co. have completed the audit and issued an unqualified opinion. Their opinion states that the financial statements present fairly the respective financial position of SCAG's governmental activities, each major fund, and the aggregate remaining fund information of SAG as of June 30, 2007, and the respective changes in financial position thereof in conformity with U.S. generally accepted accounting principles.

## FISCAL IMPACT:

Fees for the audit engagement are included in the fiscal year budget.

Reviewed by:

  
\_\_\_\_\_  
Division Manager

Reviewed by:

  
\_\_\_\_\_  
Chief Financial Officer